

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

MARY ANN ADLAO, and MARIAN
WILLIAMS, individually, on behalf of
others similarly situated, and on behalf of
the general public,

Plaintiffs,

vs.

JPMORGAN CHASE & CO.,
JPMORGAN CHASE BANK, N.A., and
EMC MORTGAGE CORP., as successors
in interest to BEAR STEARNS, INC. and
ENCORE CREDIT CORP., and Does 1-
50, inclusive

Defendants.

Case No. 10-cv-04508-SBA
~~[PROPOSED]~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTRY OF FINAL
JUDGMENT

Judge: Hon. Sandra Brown Armstrong
Date: May 1, 2012
Time: 1:00 p.m.
Location: 4th Floor, Courtroom 1

Complaint Filed: October 5, 2010

No Trial Date Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 Plaintiffs' unopposed Motion for Final Approval of Class Action Settlement came before this
3 Court on May 1, 2012. The proposed settlement in this case was preliminarily approved by this
4 Court on December 8, 2011. Pursuant to the Court's Preliminary Approval Order and the Notice
5 provided to the Class, the Court conducted a final fairness hearing as required by Federal Rule of
6 Civil Procedure 23(e). The Court has reviewed the materials submitted by the Parties and has heard
7 arguments presented by counsel at the hearing.

8 For the reasons cited herein, the Court hereby grants final approval of the Class Settlement
9 based upon the terms set forth in the Preliminary Approval Order and the Joint Stipulation of
10 Settlement ("Settlement" or "Settlement Agreement") filed by the parties. The Settlement appears to
11 be fair, adequate, and reasonable to the Class.

- 12 1. Except as otherwise specified herein, for purposes of this Order, the Court adopts and
13 incorporates by reference all defined terms set forth in the Settlement Agreement.
- 14 2. The Court finds that this action satisfies the requirements for class action settlement
15 under Rule 23 and further finds that the Class has at all times been adequately
16 represented by the Named Plaintiffs and Class Counsel.
- 17 3. The Notice approved by the Court was provided by First Class direct mail to the last-
18 known address of each of the individuals identified as Class Members. In addition,
19 follow-up efforts were made to send the Notice to those individuals whose original
20 notices were returned as undeliverable. The Notice adequately described all of the
21 relevant and necessary parts of the proposed Settlement Agreement, the request for
22 incentive payments to the Named Plaintiffs, and Class Counsel's motion for an award
23 of attorneys' fees and costs.
- 24 4. The Court finds that the Notice given to the Class fully complied with Rule 23, was
25 the best notice practicable, satisfied all constitutional due process concerns, and
26 provides the Court with jurisdiction over the Class Members.
- 27 5. The Court has concluded that the Settlement, as set forth in the Settlement Agreement
28

1 executed by the Parties, is fair, reasonable, and adequate under state and federal laws,
2 including the Fair Labor Standards Act 29 U.S.C. § 200 et. seq. The Court finds that
3 the uncertainty and delay of further litigation strongly supports the reasonableness
4 and adequacy of the \$1,195,000 Settlement Fund established pursuant to the
5 Settlement Agreement.

6 6. Out of the identified Class Members who were notified, none have objected to any
7 aspect of the proposed settlement. The reaction of the Class to the proposed
8 settlement (with more than 76% settlement class members affirmatively opting into
9 the settlement class) strongly supports the conclusion that the proposed Settlement is
10 fair, reasonable, and adequate.

11 7. As provided in the Settlement Agreement, all of the Released Federal Law Claims,
12 and all of the Released State Law Claims, and all of the Class Representatives'
13 Released Claims are and shall be deemed to be conclusively released as against the
14 JPMorgan Chase Releasees. As of the date of this Order, all Class Members who did
15 not timely opt out/request exclusion are bound by this Order and Judgment, and the
16 Settlement. Except as to rights or claims that may be created by the Settlement, all
17 Class Members as of the date of this Order who did not timely opt out are barred and
18 enjoined from commencing or prosecuting any of the claims, either directly,
19 collecting, representatively, or in any other capacity, that are released by the
20 Settlement against any of the JPMorgan Chase Releasees. This Order shall have the
21 force and effect of res judicata as to each of Class Member who did not timely opt out
22 of the Settlement.

23 8. In accordance with the terms of the Settlement Agreement, the Released Federal Law
24 Claims, the Released State Law Claims, and the Class Representatives' Released
25 Claims, as described in the Settlement Agreement, shall be and hereby are dismissed
26 on the merits with prejudice on a class-wide basis as to the Plaintiffs and all Class
27 Members, except those who timely filed requests for exclusion (of which there are
28 none).

- 1 9. The Settlement is not an admission by the JPMorgan Chase Releasees nor is this
2 Order a finding of the validity of any claim in the lawsuit or any wrongdoing by the
3 the JPMorgan Chase Releasees. Furthermore, the Settlement will not be (i) construed
4 as, offered or admitted in evidence as, received as, or deemed to be evidence for any
5 purpose adverse to the JPMorgan Chase Releasees, including, but not limited to,
6 evidence of a presumption, concession, indication or admission by the JPMorgan
7 Chase Releasees of any liability, fault, wrongdoing, omission, concession or damage;
8 nor (ii) disclosed, referred to or offered in evidence against the JPMorgan Chase
9 Releasees, in any further proceeding in the lawsuit, or any other civil, criminal or
10 administrative action or proceeding except for purposes of effecting the Settlement.
11 However, the Settlement may be admitted in evidence and otherwise used in any and
12 all proceedings to enforce any or all terms of the Settlement, or to support a defense
13 by the JPMorgan Chase Releasees of res judicata, collateral estoppel, release, waiver,
14 good faith settlement, judgment bar or reduction, and any other applicable defenses.
- 15 10. The Settlement is HEREBY APPROVED in its entirety.
- 16 11. The Settlement Fund shall be dispersed in accordance with the Settlement Agreement
17 as detailed in the Motion for Preliminary Approval of Class Action Settlement,
18 granted on December 8, 2011.
- 19 12. Representative Plaintiffs Mary Ann Adlao and Marian Williams are hereby awarded
20 \$5,000 each for their time and effort in pursuing this litigation.
- 21 13. Plaintiffs' application for Attorneys' fees in the amount of \$298,750, and litigation
22 costs in the amount of \$12,765.88 is hereby granted. See In re Bluetooth Headset
23 Prods. Liab. Litig., 654 F.3d 935, 942 (9th Cir. 2011). Further, the Court approves
24 \$14,750 for the Settlement Administrator, Epiq Class Action and Claims Solutions,
25 Inc.
- 26 14. If the Settlement does not become final and effective in accordance with the terms of
27 the Settlement, this Order and Judgment and all orders entered in connection herewith
28 shall be vacated and shall have not further force or effect.

16. This case is hereby DISMISSED WITH PREJUDICE, with each party to bear his, her, or its own costs, except as set forth herein, and with this Court retaining exclusive jurisdiction to enforce the Settlement Agreement, including jurisdiction regarding over the disbursement of the Settlement Fund.

Dated: May 1, 2012

Sandra B. Armstrong
 THE HONORABLE SANDRA BROWN ARMSTRONG
 JUDGE OF THE UNITED STATES DISTRICT COURT